

Exhibit B



1430 RICHMOND ROAD WILLIAMSBURG VIRGINIA 23185
TENANT IMPROVEMENTS FROM EXISTING MERCANTILE INTO TASTING ROOM

Scope, Schedule and Fee Document

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PROJECT OBJECTIVE

Provide architectural professional services in order to flesh out a layout and obtain a building permit for the conversion of an existing 1 story commercial space into a brewery w/ indoor and outdoor tasting rooms. The total conditioned square footage is 4,040 SF. The layout and uses will be per drawings and directives from Neil Burton to the architect collaboratively throughout the process. Property is located at 1430 Richmond Road, Williamsburg, Virginia 23185.

This proposal is broken into 2 phases:

1. DD's Design Development –flesh out the exterior design scheme, layout plan and final scope
2. Permit Documentation

(Construction Administration is not included in this proposal but can be provided as a not to exceed fee if requested by the owner.)

F E E S

Design Development (DD) (\$1,500-)
Permit Drawings (CD) (\$3,500-)

CLARIFICATIONS

- Professional fees are a not-to-exceed estimate and will be billed (2) times:
 - 50% upon execution of this contract (\$2,500-)
 - final 50% when Permit is filed (\$2,500-)
- Should the scope of services or changes require re-working of work product already produced to 90% – an additional services request will be issued.
- Professional services will be provided at a rate of \$150.00 per hour.
- Invoices and payments will be exchanged within 7 days after milestones outlined above are achieved. 5% interest beyond 30 days.
- Reimbursable expenses such as oversized printing, CAD plots, permit fees, etc. will be invoiced separately at cost.
- All Professional Design services (Design) and Construction Services (Build) shall be in accordance with the 2015 Virginia Existing Building Code (VEBC) and the 2015 Virginia Construction Code (VCC) and AIA A201 General Conditions (latest edition).
- Signature acceptance to the terms of this contract and \$2,500.00 payment as commitment to Michael Pellis Architecture, PLC will signify the start date of this project.
- Mechanical, Electrical, plumbing & Fire alarm engineering provided by Design-build under separate contract.

- Planning/Zoning approval services can be provided @ \$1,500- lump sum fee if needed. This fee includes meetings with authorities having jurisdiction.

SCOPE OF SERVICES

Design Development Phase

- Architect & owners to look at various layouts to ensure it will be suitable for the overall program requirements & concept being contemplated (3 design tweaks max.)
- Incorporate & coordinate all functional aspects of the layout.
- Basic material options for interior finishes, appliances, casework, kitchen equipment, & etc. will be explored and determined.
- Exterior materials, windows, doors, railings, landings & hardscapes to be explored and determined.
- Review final layout with the client and get sign off.

Permit Documents Phase

- Produce a set of Permit Documents for purposes of obtaining a building permit including:
 - State of Virginia professional certifications as required by the County of jurisdiction for building permits & inspections department.
 - Not included in the Construction documents are those to be provided by subcontractors:
 - Structural, mechanical, electrical, plumbing & fire suppression
- Review final layouts with owner for 90% permit set review.
- Submit permit set (add \$750- if arch. files)
- Coordinate responses to permit document Review by city departments having jurisdiction.

Construction Administration Phase (not included in this proposal)

- Review shop drawings, answer RFI's and review contractor's application for payments and site visits to observe construction progress.

TIMELINE

- 1 week – Design Development
- 1 week – permit drawings

TERMS

This Scope, Schedule, and Fee document and Architect's work on this project are subject to the Architect's Standard Terms, which are incorporated in their entirety by reference.

Owner signature:

signature/printed name/title /date

ARCHITECT'S STANDARD TERMS

These Standard Terms will govern services provided and deliverables related to the work of Michael Pellis Architects, PLC ("Architect"), in connection with one or more Scope, Schedule, and Fee Document(s) ("SSF") to which these terms are attached.

Architect will perform the professional services for the contemplated project as described in each SSF, in exchange for such fees as are described in each SSF. The building design as provided in each SSF shall be referred to as the "Project."

1. THE OWNER'S RESPONSIBILITIES

The Owner shall:

- (a) Provide full information as to its requirements for the Project.
- (b) Designate, when necessary, a representative authorized to act in its behalf. The Owner shall examine documents submitted by the Architect and render decisions promptly, to avoid unreasonable delay in the progress of the Architect's work.
- (c) Furnish or direct the Architect, in writing, to obtain at the Owner's expense, any certified surveys or engineering studies deemed reasonably necessary by the Architect, giving, as required, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the building site; locations, dimension and complete data pertaining to existing buildings, other improvements and trees; full information as to available service and utility lines both public and private; and test borings and pits necessary for determining subsoil conditions.
- (d) Pay for structural, chemical, mechanical, soil mechanics or other tests and reports if required.
- (e) Arrange and pay for such legal, audit and insurance counseling services as may be required for the Project. If the Owner observes or otherwise becomes aware of any defect in the Project, it shall give prompt written notice thereof to the Architect.

2. CHANGES IN DRAWINGS

The Architect shall maintain careful supervision over all changes in the final drawings in the course of the work. All change orders shall be in writing and must be executed in writing by the Owner and the Architect, except that the approval of the Owner shall not be required in a case involving a matter of emergency, safety, or health. The Architect shall carefully monitor all changes during the course of the work. All requests for change orders must be made in writing and approved by the Owner.

The Architect and its consultants shall, upon completion of the construction, receive redline as built drawings from the contractor. These redline changes shall describe the built condition of the project.

3. PROFESSIONAL ASSOCIATION PERMITTED

The Architect may, with the prior written consent of the Owner, join with other duly licensed architects or registered engineers in the performance of this Agreement if, in good faith, it is able to enter into such associations.

4. ASSIGNMENT OF AGREEMENT NOT PERMITTED

The Architect may not assign its performance of this Agreement, or any money due or to become due by operation of this Agreement, without prior written consent of the Owner.

5. INSURANCE

It is agreed and understood Architect shall maintain in full force and effect an Errors and Omissions or Professional Liability Insurance Policy. Architect shall submit a Certificate of Insurance upon request from Owner.

6. OWNERSHIP OF DOCUMENTS

License for use of all drawings and specifications created by Architect, and for use of Architect's contributions to drawings or specifications created by others (collectively the Works) is subject to payment in full to Architect of all amounts in the relevant SSF and any applicable change order.

License for use of all such drawings and specifications is limited to the Project. Ownership of copyright in all Works remains the property of Architect. The Architect shall, upon completion of the work and payment in full to Architect, furnish the Owner with record drawings of the Project. The license granted by Architect in the drawings and specifications and any SSF does not extend to any project other than the Project, or to any owner or contributor other than the Owner.

7. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the Architect, the Architect shall be paid within 30 days for services performed to termination date, including reimbursements.

8. GOVERNING LAW

The laws of the Commonwealth of Virginia and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

9. INTEGRATED AGREEMENT

These terms and each applicable SSF represent the entire and integrated agreement between the Owner and the Architect and supersede all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Owner and the Architect. In the event of an actual conflict between these terms and an applicable SSF with respect to a particular Project, the terms of the SSF shall govern, except with respect to part 6 of these terms, which shall govern over any conflicting term of any SSF.

10. INDEMNIFICATION

To the greatest extent possible under the law, the Architect and Owner shall indemnify, defend, and hold harmless the other, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any professional act or omission of, or breach of contract by, the indemnifying party or its respective employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the non-indemnifying party, its employees, agents, other contractors or assignees, or other parties not under the control of or responsible to the non-indemnifying party.

11. INDEPENDENT CONTRACTOR

The Architect shall perform its duties herein as an independent contractor and not as an employee.

Neither the Architect nor any agent or employee of the Architect shall be or shall be deemed to be an agent or employee of the State. Architect shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Architect, its employees and agents.